



WORK FOR HIRE COPYRIGHT AGREEMENT AND ASSIGNMENT

An AGREEMENT made and effective as of this _____ day of _____, 20____, by and between the Board of Trustees of the Florida State University, a public corporation of the State of Florida, located in Tallahassee, Florida (hereinafter "FSU"), and _____, an individual/corporation residing/located at _____, (hereinafter "Contractor");

WHEREAS, Contractor engages in the business of creating certain original works of authorship, including "works made for hire" as defined according to the copyright laws of the United States; and

WHEREAS, FSU wishes to engage Contractor to create works made for hire and more specifically those works described in Exhibit A attached hereto (said works hereinafter collectively referred to as "Work(s)"); and

WHEREAS, FSU and Contractor wish to provide that FSU, its successors and assigns shall hold all right, title and interest in and to the Work(s) including all worldwide copyrights therein, free of any claims or other obligations to Contractor;

NOW, THEREFORE, in consideration of one U.S. Dollar (\$1.00) and for other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby acknowledged, FSU and Contractor agree as follows:

(1) that attached Exhibit A hereof forms a part of this Agreement and may be updated from time to time by FSU and Contractor to refer by title to particular Work(s) created prior to or subsequent to the date of this Agreement;

(2) that the Work(s) and all United States and foreign copyrights therein and any material object(s) embodying the Work(s) are and shall be the sole and exclusive property of FSU, its successors and assigns, and Contractor hereby covenants to and by these presents does irrevocably sell, assign, transfer and convey unto FSU, its successors and assigns, all right, title and interest in and to the Work(s), including all worldwide copyrights therein together with all right, title and interest in and to said material object(s);

(3) that FSU, its successors and assigns, shall have the sole and exclusive right to secure, register and/or otherwise perfect all claim to copyright(s) on the Work(s) in the United States and throughout the world in its own name or in the name of its nominee;

(4) that FSU, its successors and assigns, in its sole discretion, shall have the absolute and exclusive right to use and/or license, transfer or otherwise dispose of the Work(s), all copyrights therein and said material object(s) and/or copies of the Work(s) and derivative works based thereon throughout the world in any manner whatsoever without notifying, consulting or accounting to Contractor;

(5) that Contractor shall execute such documents and, at the expense of FSU, its successors and assigns, shall take such actions as may be reasonably requested by any of them to secure, perfect, enforce and/or otherwise protect FSU's right, title and interest in and to said material object(s) and the Work(s), including but not limited to all worldwide copyrights in the Work(s);



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(6) that each of the Work(s) shall each be considered a "work made for hire," and further that FSU shall be considered the sole author thereof for the purposes of the Copyright Revision Act of 1976 and any revisions or amendments thereto;

(7) that Contractor does hereby expressly and knowingly relinquish and waive any and all right(s) to claim authorship of the Work(s), any portion thereof or any derivative work(s) based thereon;

(8) that FSU, its successors and assigns, shall have the sole and exclusive right at their discretion to make or have made revisions, modifications, alterations, amendments, corrections, updates, expansions, condensations, transformations, transpositions, arrangements, sound recordings, scores, additions to, deletions from or other changes to or derivative works based on the Work(s) or any portion thereof in any way they in their sole discretion may see fit, and to distribute copies of same free of any duty, obligation or liability to Contractor for payment of any royalties or other forms of compensation, and free of all objections, claims, causes of action or demands by Contractor who does hereby expressly, voluntarily, knowingly, absolutely and unconditionally waive and release FSU, its heirs, legal representatives and assigns from same;

(9) that Contractor represents and warrants that each of the Work(s) is and/or shall be an original work of authorship created solely by Contractor and that no rights to any of the Work(s) or any copyrights therein are or will be held by or licensed to any third parties;

(10) that this Agreement, its construction and enforcement shall be governed entirely by the laws of the State of Florida without regard to choice of law principles;

(11) that in the event of breach of this Agreement, the non-breaching party shall be entitled to recover all costs and reasonable attorney's fees incurred by the non-breaching party as a result of such breach for the enforcement of this Agreement and/or any copyrights or other rights provided under this Agreement;

(12) that this Agreement constitutes the sole and exclusive understanding and agreement between the parties with respect to the subject matter hereof, and shall not be modified except in writing and signed or initialed by both FSU and Contractor;

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in two counterparts each of which shall constitute an original as of the day and year first written above.

THE FLORIDA STATE UNIVERSITY

By _____

Name: _____

Title : _____



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STATE OF FLORIDA)
) SS:
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is _____ of the Florida State University, and who is personally known to me / has produced _____ as identification.

Notary Public-State of Florida
Commission Number:

VENDOR/CONTRACTOR

By: _____
Name:
Title:

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ who is personally known to me/has produced _____ as identification.

Notary Public
State of _____

Commission Number:

EXHIBIT A

All works prepared by Vendor/Contractor for FSU pursuant to such purchase orders as FSU issues from time to time.

Initials - FSU

Date: _____

Initials - Vendor/Contractor

Date: _____